

AGREEMENT BETWEEN  
THE  
JAMESBURG BOARD OF EDUCATION  
AND THE  
JAMESBURG EDUCATION ASSOCIATION

July 1, 2006 - June 30, 2009

## PREAMBLE

This Agreement entered into by and between the Board of Education of Jamesburg, hereinafter called the "Board", and the Jamesburg Education Association, hereinafter called the "Association."

## **WITNESSETH:**

WHEREAS, the Board and Association have an obligation pursuant to N.J.S.A. 34:13A-1 et seq. to negotiate with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE 1

### RECOGNITION

1:1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all professionally certified personnel employed by the Board including:

- a. Teachers
- b. Guidance Counselors
- c. Librarians
- d. School Nurses
- e. Psychologists
- f. Social Workers
- g. Learning Disability Teacher Consultant
- h. Student Assistant Counselor
- i. Speech and Language Specialist

but excluding:

- a. Supervisory and Administrative Executive Personnel
- b. Office and Clerical Personnel
- c. Maintenance and Operating Employees
- d. Non-Professional Personnel
- e. Directors
- f. Principals
- g. Vice Principals

1:2 Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all certified employees represented by the Association in the negotiating unit as above defined, and reference to employees shall be deemed to include both the male and female.

## ARTICLE 2

### NEGOTIATION PROCEDURE

2:1 In accordance with Chapter 123, Public Laws 1974, the parties agree to enter into negotiations concerning a successor agreement in a good-faith effort to reach agreement concerning the terms and conditions of employment. Such negotiations shall take place according to law.

2:2 This Agreement incorporates the entire understanding of the parties on matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

2:3 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties.

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### 3:1 Definition

A grievance is defined as an alleged violation of a specific section of this Agreement. A grievance to be considered under this procedure must be initiated by the teacher(s) within ten (10) school days of the occurrence or event leading to the grievance.

#### 3:2 Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree that these proceedings will be kept informal and confidential within the Board and Association.

#### 3:3 Procedure

3:3.1

Level One – Principal

Grievances shall be signed by the grievant(s) and submitted to the principal or immediate supervisor on the form provided in Appendix "D" of this Agreement. The "Statement of Grievance" shall name the teacher(s) involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference the specific articles and sections of this Agreement alleged to be violated, shall state the contention of the teacher(s) and of the Association with respect to these provisions, and shall indicate the specific relief requested. Within five (5) school days after receiving the grievance, the principal and/or immediate supervisor shall hold a hearing and within two (2) school days of the hearing communicate his/her answer in writing to the grievant.

3:3.2

Level Two – Superintendent

If the grievance is not resolved at Level One, the grievant may, within five (5) school days of receipt of the principal's answer, submit the grievance as submitted at Level One to the Superintendent. Within seven (7) school days of receipt of the grievance, the Superintendent shall hold a hearing and within two (2) school days of the hearing shall give the grievant an answer in writing with reasons.

3:3.3

Level Three – Board

Within five (5) school days after receiving the decision of the Superintendent an appeal from the decision may be made to the Board. The appeal shall be in writing and accompanied by a copy of the grievance form submitted at Levels One and Two. No later than thirty (30) calendar days after receiving the appeal, the Board or a committee of the Board shall hold a hearing on the grievance at a special meeting. Within ten (10) school days after the hearing or thirty (30) calendar days after the receipt of the grievance if no hearing is held, the Board shall communicate its decision in writing to the grievant. The grievant may not present any material, allegation, or remedy that was not presented in Level Two.

3:4

Level Four – Arbitration

Within fifteen (15) calendar days after receipt of the decision of the Board the Association may submit the grievance to arbitration under and in accordance with the Rules of the Public Employment Relations Commission.

3:4.1

Powers of the Arbitrator

It shall be the function of the arbitrator, and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

3:4.2 He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

3:4.3 He shall have no power to establish salary structures.

3:4.4 He shall have no power to rule on any of the following:

- (a) Any matter for which a method or review is prescribed by N.J.S.A. 18A or N.J.A.C. 6 or any rule or regulation of the State Commissioner of Education, or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.
- (b) A complaint of a nontenured teacher which arises by reason of not being re-employed.
- (c) A complaint by any certified personnel occasioned by appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

3:4.5 He shall have no power to change any practice, policy, or rule of the Board, nor to substitute his judgment for that of the Board concerning any such practice or action taken thereunder.

3:4.6 He shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions an arbitrator shall give due regard to the responsibility of the Board and shall so construe such responsibilities except as they may be specifically conditioned in this Agreement.

3:4.7 In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits

3:4.8 The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

3:5 The arbitrator shall be empowered to hear grievances involving alleged violation, application or interpretation of specific sections or specific articles of this Contract. The decision of the arbitrator shall be binding.

3:6 The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

3:7                    Appearances and Representation

3:7.1                Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearings may be conducted during non-school hours, unless there is a mutual agreement for other arrangements.

3:7.2                The Board and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.

3:7.3                Any aggrieved person may be represented up to Level Three of the grievance procedure by himself, or, at his option, by the Association, or by a representative selected or approved by the Association.

3:7.4                When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the immediate supervisor or the Superintendent, be notified by the Superintendent that the grievance is in process, shall be present and have the right to speak at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

3:8                    The Board and the Association shall assure the teacher freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievance

3:9                    All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

3:10                  If, in the judgment of the Association, a grievance affects a group or class of teachers in more than one building, the Association may submit such grievance in writing to the Superintendent directly, in accordance with the procedure set forth above and the processing of such grievance shall commence at said level. The Association may process such a grievance through all levels of the grievance procedure.

3:11                  Time Limits

3:11.1                Time limits provided in the Agreement may be extended by mutual agreement when signed by the parties.

3:11.2                Failure at any level of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Association to lodge an appeal at the next step of this procedure.

3:11.3 Any grievance not advanced from one level to the next within the time limits of that level shall be deemed terminated by the answer at the previous level.

3:11.4 Any grievance which has not been processed prior to the completion of the school year will continue open and will follow the outlined levels during the summer months with school days becoming business office workdays. Saturdays, Sundays, and holidays during the summer vacation period will not be counted as school days.

3:12 Teachers' Legal Rights

3:12.1 Nothing contained within this grievance procedure shall deny to any teacher his rights under State and Federal Constitution and Laws.

3:12.2 No nontenured teacher may use the grievance procedure in any way to appeal a discharge or a decision by the Board not to renew his contract.

3:12.3 All documents, records, and communications dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants nor shall the file or any of the contents therein be disclosed in any way to anyone outside the School District.

3:12.4 Nothing herein contained shall be construed as limiting the right of any teacher having a complaint to discuss the matter informally with any appropriate member of the administration and having the complaint adjusted provided the adjustment is not inconsistent with the terms of this Agreement.

## ARTICLE 4

### RIGHTS OF THE PARTIES

4:1 Pursuant to Chapter 123, Public Laws 1974, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization in its legal activities or refrain from any such activity.

4:2 The Board of Education, subject only to the Chapter 123, Public Laws 1974, and this Agreement reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in position within the school district and to suspend, demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duties because of lack of work, or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted; and, (f) to take whatever actions might be necessary to carry out the mission of the

school district in situations of emergency. Where policies have been or shall be adopted by the Board of Education in any or all of these areas, questions and issues arising thereunder shall be subject to the grievance procedure.

4:3 Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and that approval has been granted by the appropriate administrator, provided said approval is not withheld unreasonably.

4:4 The Association or its representatives shall have the right to use school buildings, at all reasonable hours for official purposes, provided approval has been granted by the appropriate administrator, which approval shall not be withheld unreasonably.

4:5 The Association shall have, in each school building the exclusive use of a bulletin board in each faculty lounge for the posting of meeting announcements, workshops, job opportunities, NJEA material or other material approved by the building administrator. The Association shall also be assigned adequate space on a bulletin board in the central office for Association meeting notices provided copies are presented for posting to the appropriate administrator. When an administrator requests a copy of the material to be posted the administrator will reproduce the copy.

4:6 No employee shall be disciplined or reprimanded, without just cause. Any such action shall be subject to binding arbitration pursuant to N.J.S.A. 34:13A-29.

4:7 Whenever any teaching staff member is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teaching staff member in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.

4:8 No student's grade shall be changed without prior consultation with the teacher issuing that grade.

4:9 Nothing shall be placed in a personnel file unless the employee has had an opportunity to review such material and affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and said answer shall be attached to the file copy.

## ARTICLE 5

### SCHOOL CALENDAR

5:1 School Year: The Teacher work year shall not exceed one hundred eighty-six (186) days, including in-service days. No more than five days shall be less than full work days. Any emergency close-down days, including snow days, may be rescheduled. It is agreed that it is the responsibility of the Board of Education to establish a school calendar. A committee, designated by the Association, shall make recommendations to the Superintendent concerning the school calendar.

## ARTICLE 6

### NON-TEACHING DUTIES

6:1 Teachers shall not be required to perform the following duties:

- a. Assignments involving the supervision of loading or unloading a school bus.
- b. Correcting standardized tests used in situations at the direction of the Board or the general administration.

6:2 Teachers shall not be required to drive students to activities that take place away from the school building. A teacher may do so voluntarily, however with advance written approval of his principal or immediate supervisor; he shall be compensated at the rate of prevailing IRS rate per mile as of September of each year for the use of his own automobile.

## ARTICLE 7

### TEACHER EMPLOYMENT

7:1 Teachers with previous experience in the Jamesburg School District and who were on tenure at the time of their leaving shall, upon returning to the system, receive full credit on the salary schedule for all teaching experience required by the Peace Corps, VISTA or National Teacher Training Corps. provided they return no later than the beginning of the school year following their release from service.

7:2 Teachers shall be notified of their contract status for the ensuing year by the Superintendent no later than May 15. Teachers will notify the Board of their intent to return/not return within fifteen (15) days after receiving their notification of contract status.

7:3 Previously accumulated unused sick leave days will be restored to all teachers upon return at the expiration of a Board approved leave of absence.

7:4 On or before December 1, each employee must advise the Superintendent of the anticipated completion of a Masters Degree or any other change leading to horizontal movement for the following year. In order to receive credit for advanced professional preparation, official transcripts and records must be presented to the Superintendent for approval and evaluation prior to July 1 for twelve (12) month employees and September 1 for ten (10) month employees.

7:5 On or before May 15 of each year, the Board shall provide to each non-tenured teacher continuously employed by the Board since the preceding September 30<sup>th</sup> either:

A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment, but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association;

- OR -

A written notice that such employment shall not be offered.

## ARTICLE 8

### SALARIES

8:1 The salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof. Effective July 1, 2006, all off-guide personnel are grandfathered.

8:1.1 Teachers employed on a twelve month basis or on a ten month basis shall be paid semi-monthly for the term of their contract.

8:1.2 Salary checks are due prior to the close of school on the fourteenth (14th) and thirtieth (30th) of each month, except that teachers may receive their final check on the last working day in June provided the teacher has fulfilled all professional responsibilities required by the Administration.

8:1.3 When a pay day falls on or during a school holiday or weekend, paychecks will be issued on the last previous working day.

8:1.4 Teachers who are assigned extra work/extra pay responsibilities shall be paid as set forth in Schedule B which is attached hereto and made a part hereof.

8:2 The Board agrees to deduct an amount specified by the teacher of each teacher's pay as authorized by individual teachers and transmit such monies bi-monthly covering all teachers' deductions to the bank of the teacher's choice, for deposit into accounts of the individual teachers. Teachers must notify the Board, by authorization card, of their desire to have this deduction prior to September 1 of each school year. The decision of a teacher to have a deduction is final and cannot be changed during the school year.

8:2.1 The Board shall establish a direct deposit system for regular pay to be available to employees on a voluntary basis at the bank of the teacher's choice.

8:3 The Association shall indemnify, defend, and save the Board harmless from any and all claims arising as a result of deductions made upon proper authorization once the monies have been transmitted by the school district to the above designated agency(ies).

8:3.2 Summer Payment Plan  
All 10 month employees may elect to participate in a Summer Payment Plan to be administered by the School Business Administrator

8:4 Conversion of Unused Sick Leave at Retirement

8:4.1 Any teacher having been in the employ of the school district for ten (10) or more years, who submits to the Superintendent of Schools a written statement of intention to retire, in accordance with the requirements of the Teachers Pension and Annuity Fund, shall be eligible for a special retirement allowance, provided six (6) months' notice of such intention to retire is given to the Superintendent.

8:4.2 The retirement allowance shall be paid in 10 monthly payments starting 90 days after the effective date of retirement.

8:4.3 The retirement allowance shall be computed at the rate of one (1) day's pay for every two (2) days of accumulated unused sick leave to the teacher's credit at the time of the announced contemplated retirement at the rate of \$100 in 2006-07, 2007-08, and 2008-09.

8:4.4 Effective July 1, 2006, the retirement allowance shall not exceed twelve thousand dollars (\$12,000) per teacher for 2006-07, 2007-08, and 2008-09.

8:4.5 In the event of the death of an employee, payments for all accumulated days as above stated shall be paid to his/her estate within 60 days of the employee's death.

## ARTICLE 9

### TEACHER ASSIGNMENTS

9:1 Assignment shall be made at the discretion of the Administration, and within the area of teacher competency, teaching certificate or their major or minor field of study except for good cause.

9:2 All classroom teachers shall be given written notice of their class, subject, and building assignment for the forthcoming year by June 15. In the event a change in teaching assignments takes place after the school year, teachers will be notified within one week of such changes by mail at their last known address.

9:3 Schedules of teachers who are assigned to more than one school will be arranged so that no teacher shall be required to engage in an unreasonable amount of interschool travel. Such teachers shall be notified of any changes in their schedule within one (1) week of such changes by mail at their last known address. Such teachers will receive the rate per mile established by the IRS as of September of each year, for travel required between schools or for travel required by the Board outside the school district.

9:4 Two (2) teachers per building per day may be assigned to morning playground duty. Two (2) teachers per building per day will be assigned to after school supervision/playground duty until fifteen (15) minutes after the close of the student day. The assignments will be made from a rotating duty roster and will be without compensation. Teachers will not be assigned to A.M. and P.M. supervision/duty on the same day.

## ARTICLE 10

### TRANSFERS

10:1 Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than April 1. Such request for transfer shall be renewed each year if it has not been granted and the teacher still desires a transfer.

10:2 No later than April 30 of each school year, the Superintendent shall send to the Association and have posted in all school buildings a list of known vacancies which shall occur during the following year.

10:3 As soon as practicable, and no later than June 15, the Superintendent shall have posted in each school and simultaneously send a copy to the Association President a system-wide schedule showing the names of all teachers who have been tentatively reassigned or transferred and the tentative reassignment or transfer.

10:3.1 Notice of an involuntary transfer or reassignment shall be given to employees as soon as is practical, and except in cases of emergency, not later than June 15.

10:3.2 In the event that an employee objects to the transfer or reassignment, upon the request of the employee, the Superintendent shall meet with him/her. The employee may have an Association Representative(s) present at such meeting.

## ARTICLE 11

### PROMOTIONS AND VACANCIES

11:1 The Board agrees to post in all schools a notice of all vacancies for teaching staff, stipend and compensated non-teaching duty positions with a listing of the required qualifications. All postings shall indicate the period of time for which the position will be filled, if known. The final decision on appointment to these positions shall rest with the administration and the Board. All notices shall be posted at each worksite as far in advance as practicable, but no less than ten (10) workdays before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting.

11:2 Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice.

11:3 All openings for positions in Summer School, Saturday enrichment courses, home instruction, federal, state and privately funded projects shall be publicized in accordance with procedures as set forth in this Agreement.

11:3.1 Summer teaching and curriculum openings shall be publicized not later than the preceding May 1st. Saturday enrichment course openings shall be publicized by November 1st. A home instruction roster of personnel interested in providing such services shall be established in September of each year. Interested personnel may apply at that time pursuant to Administrative direction.

An employee who is interested in any vacancies or new positions that occur over the summer shall notify the Superintendent of such intent by sending a letter to the Superintendent. If a vacancy becomes available, the Superintendent will notify the employee. Such notice shall be sent as far in advance as practicable, but no less than ten (10) days before the final date when applications must be submitted.

11:3.2 In the event of a home instruction opening the child's teacher will be given first opportunity to provide the home instruction. In the event said teacher declines, qualified personnel will be selected on a rotational basis from the home instruction roster.

## ARTICLE 12

### TEACHER EVALUATIONS

12:1 All non-tenured teachers shall be evaluated at least three (3) times per year in accordance with the provisions of N.J.A.C. 6:3-1.19. Tenured teachers shall be evaluated in accordance with the provisions of N.J.A.C. 6:3-1.21. Observation for the purpose of evaluation shall include a follow-up conference with the teacher. All observations for purposes of evaluations shall be conducted for the duration of one complete subject lesson in the middle school and in an elementary school for the duration of one complete subject lesson and shall include a follow up conference with the teacher.

12:2.1 All teachers shall have a right to a copy of all evaluation reports prior to their entry into the teacher's personnel file. A teacher shall be required to sign such reports, but this signing does not indicate agreement with such evaluation. In the event the teacher refuses to sign the evaluation report his supervisor will so note this on the report and enter it into the teacher's file.

The evaluation report shall be returned to the teacher within five (5) days of the observation and not later than twenty-four (24) hours before the conference. A teacher may file an addendum to the evaluation report within ten (10) days after receiving said report.

12:2.2 All teachers shall be entitled to a copy of any derogatory material prior to its placement into the teacher's personnel file. The teacher may file an answer to any derogatory material and have the written answer placed in the file within ten (10) working days of receipt of a copy of the derogatory material. The teacher shall sign the file copy to indicate receipt.

12:3 Any complaints regarding a teacher made to any member of the administration by any parent, student or other person shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut any such complaint which, after investigation, is being considered for inclusion in the teacher's personnel file.

12:4 All observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

## ARTICLE 13

### TEACHER FACILITIES

- 13:1 By the beginning of the school year, each school shall have the following facilities:
- 13:1.1 A teacher work area containing equipment and supplies.
- 13:1.2 A furnished room, known as the faculty lounge, which shall be reserved for the exclusive use of professional staff members. Teachers may be expected to exercise reasonable care in maintaining the appearance and cleanliness of the room, and shall be maintained by the custodial staff.
- 13:1.3 A private pay telephone in each complex.
- 13:1.4 Well lighted and clean rest rooms.
- 13:1.5 A separate, private dining area for the exclusive use of the teachers.
- 13:1.6 Suitable closet space for the teacher to store coats, overshoes, and personal articles.
- 13:1.7 Copies, exclusively for the teacher's use, of all texts used in each of the courses he/she is to teach.
- 13:1.8 Adequate chalkboard space in every classroom.
- 13:1.9 A complete dictionary in every classroom.
- 13:1.10 Adequate books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.
- 13:1.11 A telephone answering service shall be available for teachers to report their unavailability for work. This service shall be provided between 6:00 p.m. and 10:00 p.m. on Sunday, Monday, Tuesday, Wednesday, and Thursday, and 6:00 a.m. to 7:30 a.m. on Monday, Tuesday, Wednesday, Thursday and Friday, if provided by the Board, or in accordance with the posted schedule, if provided by the County Superintendent's Office.

## ARTICLE 14

### SICK LEAVE

- 14:1 Teachers shall be allowed ten (10) days sick leave per year. If any teacher requires in any school year less than this specified number of days of sick leave with pay

allowed. all days of such leave not utilized that year shall be accumulative to be used for additional sick leave in subsequent years.

14:2 Absence from school for illness in excess of authorized days will be deducted from salary in the amount of 1/200th of a teacher's salary.

14:3 The Board and Association agree that all statutes relative to sick leave as contained in Title 18A are incorporated into this Agreement and shall apply to all members of the unit defined.

14:4 Teachers hired after the start of the school year shall receive one (1) sick leave day per month worked.

## ARTICLE 15

### TEMPORARY LEAVE OF ABSENCE

15:1 Death in the Family  
15:1.1 Five (5) days of leave in the event of death in the immediate family. (Immediate family to mean husband, wife, son, daughter, mother, mother-in-law, father, father-in-law, brother, sister, or other relative living in the home of the employee).

15:1.2 An allowance of two (2) days will be granted for the death of grandmother, grandfather, grandmother-in-law, grandfather-in-law, uncle, aunt, sister-in-law, brother-in-law, niece or nephew.

15:2 Personal Leave  
Effective with the school year 1992-93, teachers shall be eligible to receive three (3) personal leave days without loss of pay per year. Applications should be made through the principal three (3) days in advance for approval/disapproval by the Superintendent. No personal leave days shall be granted on in-service training days or immediately before or after holidays.

15:2.1 All unused personal days shall accumulate as do sick days at the time of retirement in accordance with the provisions of Section 8:5 of this Agreement.

15:3 Educational Visitations  
15:3.1 All personnel may be authorized to visit other schools or educational agencies for observation and to seek means to improving the curriculum. The limit is three (3) days.

15:3.2 Requests for leave in this area will be submitted for approval to the Superintendent through the school principal or the Director of Special Services.

15:3.3 Requests must be made at least five (5) school days prior to the scheduled visit.

15:3.4 Request for two (2) consecutive days of observation must be approved by the Board of Education and must be submitted not later than two (2) weeks before the scheduled regular meeting of the Board of the current month.

15:3.5 A written report of the visit shall be submitted through the requested channels to the Superintendent of Schools upon completion of the observation.

15:4 Time necessary for teachers called into temporary military active duty during the school year not to exceed two weeks. Teachers shall be paid the difference between his active duty pay allowance and his regular salary, upon submission of a statement of his military earnings.

## ARTICLE 16

### EXTENDED LEAVE OF ABSENCE

16:1 Any teacher seeking to use sick leave for reasons associated with pregnancy shall file a written request for such leave with the Superintendent at least thirty (30) days in advance of the date on which said leave is to commence, which request shall likewise specify therein the date on which said teacher proposes to terminate the sick leave. The Board may require as a condition of teacher's return to service production of a certificate from a physician certifying that the teacher is medically able to resume her duties.

16:1.2 The Board shall grant childrearing leave of absence without pay immediately following the conclusion of sick leave associated with childbirth to any teacher upon request in accordance with applicable statutes, regulations, and State agency decisions for a portion of or the balance of the school year in which the leave is requested. Teachers may be granted a leave of absence without pay for childrearing purposes for one (1) full school year (September through August) following the school year in which the initial childrearing leave occurs. In no event shall any such leave be extended beyond the end of the contract year in which leave is requested to commence for nontenured teachers unless the Board otherwise elects.

16:1.3 In the event that a teacher's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said teacher may apply for early reinstatement by filing a written request therefor with the Superintendent accompanied by a physician's certification that she is medically able to resume or continue to perform her duties. The Board shall grant

such a request if it has not contractually obligated itself to employ a replacement for the teacher in question during the period for which leave had been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the education program to which the teacher in question was assigned and seeks to be reinstated. The Board shall not contractually obligate itself for such a replacement if the leave requested is for a period of sixty (60) days or less.

16:2 A teacher adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if required for adoption. The Board reserves the right to set the term of the leave within reasonable limits in the best interests of the school.

16:3 A leave of absence without pay up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher for an overseas exchange teacher or accepts a Fullbright Scholarship.

16:4 A teacher on tenure shall be granted a leave of absence without pay for up to two (2) years to teach in an accredited college or university.

16:5 Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said service up to a maximum of three (3) years.

16:6 A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family. (See Article 15, Section 15:1 for definition of the term immediate family). Leaves granted pursuant to this section shall be terminated on September 1st of the following school year unless extended in writing by the Board.

16:7 Upon return from leave granted pursuant to Section 16:4 of this Article, a teacher shall be placed on the salary schedule at the level he would have achieved if he had not been absent. This privilege shall not be extended to teachers on leave granted under all other sections of this Article.

16:8 Other leaves of absence without pay may be granted by the Board for good reason.

## ARTICLE 17

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

17:1 Effective September 1, 2006, the Board of Education agrees to pay teachers up to \$1,300 in 2006-07; \$1,400 in 2007-08; and \$1,500 in 2008-09 for tuition and registration fees for graduate level courses which are approved in advance by the

Superintendent provided the teacher attains a grade of "B" or better. Reimbursement shall be for courses completed between July 1 and June 30. Teachers shall notify the Board Secretary of courses completed within three (3) days of completion. The maximum amount to be reimbursed by the Board shall be a total amount of \$11,700 in 2006-07, \$12,600 in 2007-08 and \$13,500 in 2008-09.

17:2 Courses taken must be those that will add to the effectiveness of instruction as determined by the Superintendent. Should the Superintendent of Schools or designee deny an application for course approval, said denial shall be in writing, sent to the applicant by both regular and intra-school mail, and shall state the reasons(s) for denial. Said denial shall be sent not later than ten (10) working days from receipt of the application by the Superintendent of Schools or designee.

17:3 For all returning teachers: Courses completed between July 1 and August 31 of the current school year will be paid in October; courses completed between September 1 and January 31 will be paid in March of that year; courses completed between February 1 and June 30 will be paid in September of the following school year.

17:4 Payment will be made upon submission to the Superintendent of any official transcript of the course and a receipt of payment for the course. Payments will be made only to teachers who are returning to the school system. New teachers, whose employment begins September 1 of the school year, are not eligible for such payment.

17:5 In-service programs and training seminars which the Board requires the teacher to attend will be paid for (tuition and fees) by the Board.

17:6 Instructional Council  
The purpose of the Instructional Council shall be to identify curriculum and instructional areas that need improvement and to recommend in-service workshop programs for improving curriculum and instruction. The Instructional Council shall consist of one teacher from each school and the principal of each school. The Superintendent (if not a principal) and the JEA President will be non-voting ex-officio members of the Instructional Council. The Instructional Council will develop its own rules and procedures. The teacher representatives on the Instructional Council will be appointed by the JEA.

17:7 The District shall make available for each teacher \$135 a year for out of district workshops and conferences.

17:8 No final State Form will be filed unless the mentoring fee has been duly paid. If the forms are filed without payment, the payment will be deducted from the last paycheck of the novice teacher and will be paid to the mentor in the last paycheck of the school year.

## ARTICLE 18

### MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

18:1 The Board recognizes its responsibility to continue to give administrative support and backing to its teachers, although each teacher bears the primary responsibility for maintaining control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just and in accordance with established Board policy. It shall be the responsibility of the teacher to report to his principal in writing, on forms provided, the names of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

## ARTICLE 19

### INSURANCE PROTECTION

19:1.1 The Board agrees to stay in the New Jersey State Health Benefits Program for the duration of this Agreement (July 1, 2006 through June 30, 2009).

19:1.2 Effective with the 2001-2002 school year, the Board shall provide for all employees on staff, medical, surgical, major medical and out-patient insurance coverage for these employees and their dependants at no cost to the employee.

19:1.3 Notwithstanding any of the foregoing, negotiations on all aspects of health insurance shall be available to both parties for the successor to this agreement.

19:2 The Board agrees to provide prescription insurance coverage for each employee and their dependants for the duration of this Agreement (July 1, 2006-June 30, 2009).

19:3 The Board will provide dental insurance coverage for each employee at a cost not to exceed twelve dollars and twelve cents (\$12.12) per employee, per month for the length of this contract.

19:4 As required by Federal and State regulations, the Board shall allow employees to be enrolled in an HMO such as, but not limited to, the Rutgers Community Health Plan. The employees shall be responsible for any excess cost for enrollment in the HMO above the cost of enrollment in the district's group insurance plan.

19:5 Starting in the school year 1992-93, the Board will provide a State Disability Insurance Coverage provision. The Board will pay one half of the cost, employee to pay the other half.

19:6.1 For the 2000-2001 school year and beyond, a part-time employee must work twenty-five (25) hours or more per week in order to be eligible for health insurance benefits.

19:6.2 Part-time staff employed by the Board as of September 1, 1998 and receiving health benefits shall be grandfathered at the twenty (20) hour eligibility level.

19:6.3 For calculation purposes, the fraction for part-time shall use the number of hours worked as the numerator and forty (40) as the denominator as has been the parties' practice.

## ARTICLE 20

### DEDUCTION FROM SALARY

20:1 The Board agrees to deduct from the salaries of its teachers dues as prescribed by New Jersey State Public Employee Dues Deduction Law and Rules and Regulations of New Jersey State Department of Education pertaining thereto, Chapter 123, New Jersey Public Laws of 1969, N.J.S. 52:14-15.9e.

## ARTICLE 21

### TEACHING HOURS AND TEACHING LOADS

21:1 Teachers shall indicate their presence for duty for each school day by signing-in/signing-out.

21:2 The total in-school work day for teachers shall include a duty-free lunch period. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods provided they sign-in/sign-out as directed by the building principal. All teachers shall be in their assigned classroom not later than five (5) minutes prior to the end of the student lunch period.

21:3 Teachers who volunteer may be used as substitutes during their preparation period. In the absence of volunteers, a teacher may be assigned to serve as a substitute during his/her preparation period. Volunteers and assigned teachers working under the provisions of this section shall be reimbursed at the rate of \$27.00 for the 2006-07, 2007-08 and 2008-09 school year, per assigned non-teaching or planning period even though the number of planning periods and non-teaching periods may exceed the number of planning periods required by this contract. To the extent that it is possible, the assignment of teachers under this provision shall be distributed as equitably as possible.

21:4 The daily teacher load for seventh and eighth grade teachers shall not exceed six (6) assigned periods and one (1) planning period, or the equivalent of six (6) assigned periods and one (1) planning period.

21:5 Effective with the school year 1995-96, the weekly teaching schedule for elementary grade teachers who are assigned to self-contained classrooms shall include five (5) planning periods.

21:6 Teachers may be required to remain after the end of the regular school day for the purpose of attending faculty or other professional meetings. Such meetings shall not exceed one hour in length.,, Teachers shall not be required to attend more than three such meetings per month plus three additional meetings over the course of the year. The additional meetings shall be for the purpose of training staff or joint or mutual planning meetings of grade levels or subjects, all as determined by administration.

21:6.1 Such meetings may not be called for Fridays or for any day immediately preceding any school holiday except in cases of emergency.

21:6.2 To the extent that it is possible, the notice of any meeting shall be given to the teachers involved at least five (5) days prior to the meeting.

21:6.3 To the extent that it is possible, the agenda for such meetings shall be given to the teachers at least three (3) days prior to the meeting.

21:6.4 Teachers shall have the opportunity to suggest items for the agenda. Such suggestions must be submitted no later than the same day that notice of the meeting is given before they can be included on the agenda.

21:7 Teachers shall be permitted to leave fifteen (15) minutes after the close of the school day, except in cases of emergency, unless meetings are scheduled in accordance with the provisions of Section 21:6 above. Teachers will be required to remain until their normal departure time on early dismissal days for in-service training, workshops, or school related activities except on early dismissal days preceding holidays.

21:8 On Fridays and/or days preceding holidays or vacations, teachers' day shall end at the close of the school day.

21:9 Teachers shall be paid for home instruction at the rate of:  
\$35 per hour for school year 2006-07  
\$40 per hour for school year 2007-08  
\$45 per hour for school year 2008-09

21:10 Teachers shall be required to attend four (4) parent conference nights per school year. On those night conference days, teachers will have 1/2 day of pupil contact time, teachers to depart at 12:30 p.m.

21:11 No coach shall be required to drive students to activities which take place away from the school building.

## ARTICLE 22

### PROTECTION OF TEACHERS STUDENTS AND PROPERTY

22:1 Teachers shall not be required to work under conditions or to perform tasks which endanger their health, safety or well being. In the event of any disorder or disruption in the regular school program, the Board will meet with the Association Representative as soon as possible to discuss programs to guarantee the safety of students, teachers and property.

22:2 Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching, the Board shall defray all costs of defending such action including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

22:3 Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

22:4 Teachers shall be provided with the time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system if the teacher is required by law to attend.

## ARTICLE 23

### MISCELLANEOUS PROVISIONS

23:1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

23:2 The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, age, creed, color, religion, national origin, sex, domicile, or marital status.

23:3 Copies of Schedules A and B shall be printed for each teacher annually.

23:4 Notices under this Agreement shall be given by either party to the other by registered letter as follows:

TO The Board at Grace M. Breckwedel School  
Jamesburg, New Jersey

TO The Association at  
Jamesburg Education Association  
Jamesburg, New Jersey

## ARTICLE 24

### REPRESENTATION FEE

24:1 The provisions of this Article shall become effective on September 1, 1981.

24:2 The Association shall, on or before September 30, deliver to the Board a written statement containing the following:

(a) A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.

(b) A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.

- (c) A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85 %) of the regular membership dues, fees and assessments.
- (d) A list of all teachers who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

24:3 Beginning with the first full pay period in November the Board will commence deductions from salaries of such non-members as defined in subsection (a) above in accordance with Section 4. below of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

24:4 Pavroll Deduction Schedule

The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks:

- (a) in November; or
- (b) thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on layoff, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

24:5 On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

24:6 The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement provided the Board has

fully complied with the requirements contained herein. In addition, the Board shall be required to make available any and all public records necessary for such defense.

## ARTICLE 25

### LONGEVITY PROVISION

25:1 An employee with 15 to 19 years of accumulated service in this school district shall receive an additional \$600 longevity payment; an employee with 20 to 24 years of accumulated service in this school district shall receive an additional \$800 longevity payment; an employee with 25 to 29 years of accumulated service in this school district shall receive an additional \$900 longevity payment; an employee with 30 to 35 years of accumulated service in this school district shall receive an additional \$1,000 longevity payment; an employee with 35+ years of accumulated service in this school district shall receive an additional \$1,100 longevity payment. Years of service shall be counted as of June of the school year.

Years of Service	2006-2009
15-19	600
20-24	800
25-29	900
30-35	1000
35+	1100

## ARTICLE 26

### DURATION OF AGREEMENT

26:1 This Agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2009, subject to the Association's right to negotiate over a successor agreement as provided by Chapter 123 Public Laws 1974. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

26:2

In witness thereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seal to be placed hereon, this 12 day of December, 2006.

JAMESBURG EDUCATION ASSOCIATION

Elara M. [Signature]  
Pamela Olsenski

President

JAMESBURG BOARD OF EDUCATION

D.P.

Donald Peterson, President

Deborah Domenico  
Secretary

T.R.  
Thomas Reynolds, Board Secretary

SIDE BAR AGREEMENT BETWEEN  
THE BOARD OF EDUCATION OF JAMESBURG AND  
THE JAMESBURG EDUCATION ASSOCIATION

It is agreed by the Board of Education of Jamesburg (Board) and the Jamesburg Education Association (Association) that Article 8.4 Conversion of Unused Sick Leave at Retirement of the Agreement, effective July 1, 2006 through June 30, 2009, (Agreement) between the parties, shall be amended and supplemented.

Art. 8.4.1 through 8.4.5 shall be amended to read as follows:

Any teacher having been in the employ of the school district for ten (10) or more years, who submits to the Superintendent of Schools a written statement of intention to retire, in accordance with the requirements of the Teachers Pension and Annuity Fund, with an effective notice date of December 31, 2006 for any date of retirement prior to but not later than June 30, 2007, shall be eligible for a special retirement allowance of up to \$20,000 based on the formula. Employees retiring effective any other dates shall receive benefits pursuant to Article 8.4.1 to 8.4.5 of the Agreement..

Payment of this special retirement allowance shall be made in the following manner: The first payment (50% of the total due the retiring staff member) shall be made ninety (90) days after retirement. The second payment (the remaining 50% of the total due) shall be made on or about July 1 following the first payment. The special retirement allowance shall be computed at the rate of one (1) day pay for every one (1) day of accumulated unused sick leave to the teacher's credit at the time of the announced retirement (date of written notice), times the then per diem rate of pay, provided however, that the total special allowance shall not exceed the maximum set forth above. Except for retirements effective in accordance with the above, payment to covered employees shall be made in accordance with the provisions of Article 8.4.1 through 4.5 of the 2006-09 Agreement between the parties.

The terms of this Sidebar Agreement shall remain in effect for one school year of 2006-2007.

IN WITNESS WHEREOF, the parties hereto cause this Sidebar Agreement to be signed by the respective Presidents, attested to by their respective Secretaries, this 12 day of December 2006.

JAMESBURG EDUCATION ASSOCIATION

By: Elena M. Strand  
Pamela Olszewski, President

By: Deborah Dominick, Secretary

BOARD OF EDUCATION OF JAMESBURG

BY: Donald Peterson, President

By: Thomas Reynolds, Secretary

## SCHEDULE A

YEAR 1  
2006-07

Salary Guide				
Step	BA	BA+30	MA	MA+30
1	39,992	40,627	41,264	41,898
2	40,242	40,877	41,514	42,148
3	40,492	41,127	41,764	42,398
4	40,742	41,377	42,014	42,648
5	41,442	42,077	42,714	43,348
6	42,492	43,127	43,764	44,398
7	43,742	44,377	45,014	45,648
8	44,892	45,527	46,164	46,798
9	46,192	46,827	47,464	48,098
10	47,604	48,239	48,876	49,510
11	49,542	50,177	50,814	51,448
12	50,942	51,577	52,214	52,848
13	52,242	52,877	53,514	54,148
14	53,642	54,277	54,914	55,548
15	55,502	56,137	56,774	57,408
Off 1	58,402		59,674	
Off 2	61,102		60,974	
Off 3	62,449		63,829	
Off 4	65,274		66,653	
Off 5	66,498		71,144	
Off 6	70,501		77,912	
Off 7	73,140			

## SCHEDULE A

YEAR 2  
2007-08

Salary Guide				
Step	BA	BA+30	MA	MA+30
1	41,302	41,937	42,574	43,208
2	41,552	42,187	42,824	43,458
3	41,802	42,437	43,074	43,708
4	42,052	42,687	43,324	43,958
5	42,752	43,387	44,024	44,658
6	43,802	44,437	45,074	45,708
7	45,052	45,687	46,324	46,958
8	46,202	46,837	47,474	48,108
9	47,502	48,137	48,774	49,408
10	48,914	49,549	50,186	50,820
11	50,852	51,487	52,124	52,758
12	52,342	52,977	53,614	54,248
13	54,049	54,684	55,321	55,955
14	55,765	56,400	57,037	57,671
15	57,552	58,187	58,824	59,458
Off 1	60,452		61,724	
Off 2	63,152		63,024	
Off 3	64,499		65,879	
Off 4	67,324		68,703	
Off 5	68,548		73,194	
Off 6	72,551		79,962	
Off 7	75,190			

SCHEDULE A

YEAR 3  
2008-09

Salary Guide				
Step	BA	BA+30	MA	MA+30
1	42,762	43,397	44,034	44,668
2	43,012	43,647	44,284	44,918
3	43,262	43,897	44,534	45,168
4	43,512	44,147	44,784	45,418
5	44,212	44,847	45,484	46,118
6	45,262	45,897	46,534	47,168
7	46,512	47,147	47,784	48,418
8	47,662	48,297	48,934	49,568
9	48,962	49,597	50,234	50,868
10	50,374	51,009	51,646	52,280
11	52,312	52,947	53,584	54,218
12	53,842	54,477	55,114	55,748
13	55,779	56,414	57,051	57,685
14	57,715	58,350	58,987	59,621
15	59,652	60,287	60,924	61,558
Off 1	62,552		63,824	
Off 2	65,252		65,124	
Off 3	66,599		67,979	
Off 4	69,424		70,803	
Off 5	70,648		75,294	
Off 6	74,651		82,062	
Off 7	77,290			

SCHEDULE B

	2006-07	2007-08	2008-09
Elementary Reading Recovery	\$2,600	\$2,650	\$2,700
Tech Coordinator	\$2,600	\$2,650	\$2,700
Summer Nurse Work	\$27/hour	\$27/hour	\$27/hour
Summer School	\$27/hour	\$27/hour	\$27/hour
Special Projects	\$27/hour	\$27/hour	\$27/hour
Detention/Homework Club	\$27/hour	\$27/hour	\$27/hour
Eclipse Program	\$27/hour	\$27/hour	\$27/hour
Lunch Duty	\$27/hour	\$27/hour	\$27/hour
Ass't Coach	\$1,100	\$1,150	\$1,200
Band	\$2,900	\$2,950	\$3,000
After School Act.	\$2,900	\$2,950	\$3,000
Soccer	\$2,100	\$2,150	\$2,200
Basketball	\$2,100	\$2,150	\$2,200
Student Council	\$1,700	\$1,750	\$1,800
Yearbook Adv.	\$1,700	\$1,750	\$1,800
National Jr. Honor Society	\$1,700	\$1,750	\$1,800
Drama Club	\$1,700	\$1,750	\$1,800

SCHWARTZ SIMON  
EDELSTEIN CELSO & KESSLER LLP

M E M O R A N D U M

TO: Shirley Bzdewka, Superintendent  
Tom Reynolds, School Business Administrator  
Jan Witmer, Field Representative, NJEA

FROM: Nathanya Simon, Esq. 

RE: Contract 2006-09

DATE: December 8, 2006

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I am pleased that both parties have now ratified our new Agreement.

It is my understanding that by mutual agreement, the Drama Club has been added back, with the stipend appropriately reflected on Schedule B.

I have prepared the Agreement in final from our prior Redline/Bold version so it is now ready for the parties to fully sign the Agreement and attached Side Bar. From discussions with the Board and SBA, the retroactive payments will issue in December.

If there is any question regarding this final contract, please contact me.

Thank you for your cooperation and attention throughout this process and to this final detail of signing the documents. Please provide my office with a copy that is fully signed so that I have it in my file in the event of a future need for reference.